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(Rev. 10/02)

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OMB No. 0651-0027 (exp. 6/30/2005)

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Eli Lilly & Company

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Inhale Therapeutic Systems, Inc.
Internal Address: _____

Street Address: 150 Industrial Road

City: San Carlos State: CA Zip: 94070
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: January 13, 2003

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)
09/958,722
PCT/US00/09869

Additional numbers attached? Yes No

B. Patent No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Mark A. Wilson
Internal Address: Nektar Therapeutics

Street Address: 150 Industrial Road

City: San Carlos State: CA Zip: 94070

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41).....\$ 80.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
500348
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Mark A. Wilson Mark A. Wilson March 12, 2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 3

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

Attorney's Docket No.: 032055

ASSIGNMENT

THIS ASSIGNMENT, by ELI LILLY & COMPANY, a corporation duly organized under and pursuant to the laws of DELAWARE and having its principal place of business at LILLY CORPORATE CENTER, INDIANAPOLIS, INDIANA 46285 (hereinafter referred to as "the Assignor") witnesseth:

WHEREAS, the Assignor is a joint owner with INHALE THERAPEUTIC SYSTEMS, INC. of the entire right, title and interest of the inventions in PULMONARY ADMINISTRATION OF DRY POWDER FORMULATIONS FOR TREATING INFERTILITY set forth in the following applications:

International Patent Application Serial No. PCT/US00/09869, filed April 13, 2000;
Australian Patent Application Serial No. 40820/00, effective filing date April 13, 2000;
Canadian Patent Application Serial No. 2,369,262, effective filing date April 13, 2000;
European Patent Application Serial No. 00920245.8-2107, effective filing date April 13, 2000;
Japanese Patent Application Serial No. 2000-610510, effective filing date April 13, 2000;
Philippines Patent Application Serial No. 1-2000-00908, filed April 13, 2000;
Taiwanese Patent Application Serial No. 89106884, filed April 13, 2000;
United States Patent Application Serial No. 09/958,722, filed October 11, 2001;
United States Provisional Patent Application Serial No. 60/129,121, filed April 13, 1999;
and;
United States Provisional Patent Application Serial No. 60/130,099, filed April 20, 1999

WHEREAS, INHALE THERAPEUTIC SYSTEMS, INC., a corporation duly organized under and pursuant to the laws of DELAWARE and having its principal place of business at 150 INDUSTRIAL ROAD, SAN CARLOS, CALIFORNIA 94070 (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said applications, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns its entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and its entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and

Attorney's Docket No.: 032055

delivery of these presents, the Assignor is the sole and lawful owner of its entire right, title, and interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said applications, divisions, continuations, or continuations-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement, and defense of Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignor hereby requests the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee as the Assignee of said inventions, the Letters Patent to be issued for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date January 13, 2003 Signature of Assignor _____

ELI LILLY & COMPANY

By: Douglas K. Norman

Name: Douglas K. Norman

Title: Deputy General Counsel,
General Patent Counsel